

2003 Safety-Net Cost Recovery Adjustment Clause Initial Proposal

Direct Testimony

SN-03-E-BPA-09 REVENUE FORECAST

March 2003



INDEX

TESTIMONY OF

SPENCER G. WEDLUND, JON A. HIRSCH, JANET ROSS KLIPPSTEIN,

AND ARNOLD L. WAGNER

Witnesses for Bonneville Power Administration

SUBJECT: Revenue and Purchased Power Expense Forecast

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2		SPENCER G. WEDLUND, JON A. HIRSCH, JANET ROSS KLIPPSTEIN,
3		AND ARNOLD L. WAGNER
4		Witnesses for Bonneville Power Administration
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6	SUBJ	ECT: REVENUE FORECAST
7	Sectio	n 1. Introduction and Purpose of Testimony
8	Q.	Please state your names and qualifications.
9	A.	My name is Spencer G. Wedlund. My qualifications are contained in SN-03-Q-BPA-28.
10	A.	My name is Jon A. Hirsch. My qualifications are contained in SN-03-Q-BPA-05.
11	A.	My name is Janet Ross Klippstein. My qualifications are contained in SN-03-Q-BPA-09.
12	A.	My name is Arnold L. Wagner. My qualifications are contained in SN-03-E-BPA-27.
13	Q.	What is the purpose of your testimony?
14	A.	The purpose of our testimony is to sponsor the revenue forecast contained in Chapter 6 of
15		the Safety-Net Cost Recovery Adjustment Clause (SN CRAC) Study (SN-03 Study),
16		SN-03-E-BPA-01, and in Chapter 6 of the Documentation for SN-03 Study,
17		SN-03-E-BPA-02.
18	Q.	How is your testimony organized?
19	A.	Our testimony has nine sections, including this introductory section. The second section
20		summarizes the Bonneville Power Administration's (BPA) revenue forecast. The third
21		section describes the forecast of revenues from sales subject to the SN CRAC. The
22		fourth section describes the forecast of revenues from sales not subject to the SN CRAC.
23		The fifth section addresses the changes to BPA's revenue forecast methodology since
24		BPA's 2002 power rate filing (see Wholesale Power Rate Development Study and
25		Documentation (WPRDS) WP-02-FS-BPA-05 and 05A). The sixth section discusses the
26		calculation of Fish Cost Contingency Fund (FCCF) credits. The seventh section

	interpretations of generally accepted accounting principles (GAAP) support this
	conclusion.
Q.	How did BPA calculate Industrial Firm Power (IP) revenues?
A.	BPA applied the base IP rates adjusted for the LB CRAC to the forecasted energy and
	demand billing quantities subject to the IP rate, then calculated the additional revenues
	expected from the FB and SN CRAC adjustments, and then estimated take-or-pay
	damages to the extent that the adjusted prices exceeded the forecasted market price of
	power. The calculation of IP revenues is described in greater detail in Chapter 5.2.1.2 of
	the SN-03 Study, SN-03-E-BPA-01.
Q.	What are take-or-pay damages?
A.	Take-or-pay damages, as specified in the take-or-pay provisions of the direct service
	industrial (DSI) contracts, occur when IP purchases are curtailed and the reasonable
	market value of the curtailed amount is less than the IP-02 value. If the reasonable
	market value exceeds the IP-02 value for the curtailed power, no damages are assessed.
	The damage amount, if any, owed by a DSI is determined at the end of the contract year
	by summing the reasonable market value multiplied by the curtailed power amount,
	minus the IP-02 rate multiplied by the curtailed power amount.
Q.	Did BPA include take-or-pay damages in the IP revenue calculation?
A.	Yes. Take-or-pay damages are considered revenue and the calculation of those damages
	is described in Chapter 5.2.1.2 of the SN-03 Study, SN-03-E-BPA-01.
Q.	Were take-or-pay damages included for all DSI customers?
A.	No. BPA believes there is a low likelihood that BPA could recover take-or-pay damages
	associated with the Golden Northwest and Longview Aluminum operations because of
	the financial difficulties they are experiencing. Golden Northwest Aluminum currently
	owes take-or-pay damages for FY 2002 that have not been paid. Longview Aluminum
	has declared bankruptcy and any payment would need to await a bankruptcy court ruling.
	Q. A. Q.

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BPA has not assumed any take-or-pay damages for Columbia Falls Aluminum because Columbia Falls has a one-time opportunity to reduce its purchases without incurring any damages for the reduced portion. Consequently, Alcoa may be the only DSI customer with a power purchase obligation and the financial strength to pay BPA take-or-pay damages. These damages are included in the proposed revenue forecast.

- Q. How did BPA determine the FB and SN CRAC revenues from PF Exchange Subscription sales to Northwestern Energy and from Residential Load (RL) sales to Avista, Idaho Power Company, and Portland General Electric (PGE)?
 - BPA applied the PF Exchange Subscription rate, adjusted for the LB CRAC, to the Subscription power sale to Northwestern Energy (formerly Montana Power Company). Northwestern Energy purchased 13 aMW of power, which is offset by an equal power buyback. For Subscription power sales to Avista and Idaho Power, BPA applied the Residential Load (RL) base rates, adjusted for the LB CRAC, to the respective power sales. Avista purchased 48 aMW and Idaho Power purchased 63 aMW at the RL rate. These sales also are offset by equal amounts of power buybacks. For Subscription power sales to PGE, BPA applied the RL base rate, adjusted for the LB CRAC, to the PGE power sale. PGE purchases 258 aMW over the period FY 2004-06.

BPA multiplies the sum of the FB and SN CRAC percentages to the RL rate and PF Exchange Subscription rate and multiplies those rates by the forecasted billing quantities to calculate the RL and PF Exchange Subscription revenues from the FB and SN CRAC percentages. These are added to the base revenues from the sales of RL and PF Exchange Subscription power, adjusted for the LB CRAC, to those utilities. The FB and SN CRAC revenues from sales at the RL and PF Exchange Subscription rates are described in Chapter 5.2.1.3 of the SN-03 Study, SN-03-E-BPA-01. Monthly revenue detail is shown in the Documentation for SN-03 Study, SN-03-E-BPA-02, Chapter 5.

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1	Q.	Did BPA forecast that it would receive any FB and SN CRAC revenues from the IOU load
2		reductions for PacifiCorp and Puget Sound Energy (Puget)?
3	A.	No, BPA did not forecast that it would receive any FB or SN CRAC revenues from the
4		618 aMW combined load reductions from PacifiCorp and Puget.
5	Q.	Does the SN CRAC impact payments to PacifiCorp and Puget under their load reduction
6		contracts?
7	A.	Yes, payments are reduced. In the event the SN CRAC is implemented, BPA would
8		reduce its contract payments to PacifiCorp and Puget for their load reductions. The
9		dollar per megawatt-hour payments are reduced by an amount equal to the increase in the
10		lowest PF rate (at 100 percent load factor) above the maximum amount allowed under the
11		FB CRAC; in other words, the flat block RL (or PF) rate (\$19.76/MWh) times that
12		portion of the SN CRAC after exceeding the maximum FB CRAC. See Attachment 1
13		(Contract No. 01PB-10854, Section 4(c)(1), and Contract No. 01PB-10885,
14		Section $4(b)(1)(C)(i)$.
15	Q.	Does BPA's revenue forecast for its proposed rates reflect a reduction in payments under
16		the PacifiCorp and Puget contracts?
17	A.	No. BPA's revenue forecast does not reflect the reduction in payments to PacifiCorp and
18		Puget for load reduction expenses.
19	Q.	Why does BPA's revenue forecast not reflect any reductions in these payments?
20	A.	The contract clauses in Attachment 1 were discovered late in the process of preparing
21		BPA's initial proposal. Several days were required to incorporate the changes. Any
22		reduction in load reduction expenses would have been offset by a reduction in the
23		LB CRAC percentage. Therefore, it did not affect the SN CRAC analysis, but it will be
24		taken into account when BPA prepares its final studies.
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1	Q.	How did BPA determine SN CRAC revenues from the monetary benefits provided in the
2		IOUs' Residential Exchange Program settlement agreements?
3	A.	BPA multiplied the SN CRAC percentage by the flat block RL rate of \$19.76/MWh (the
4		base RL rate at 100 percent load factor), and multiplied that adjusted rate by 900 aMW.
5		The SN CRAC revenues from the IOU monetary benefits also are described in
6		Chapter 5.2.1.3 of the SN-03 Study, SN-03-E-BPA-01.
7	Q.	Did BPA forecast SN CRAC revenues from regional and extra-regional long-term
8		contracts?
9	A.	Yes. BPA has one such contract that is affected by the SN CRAC. For that contract with
10		Bay Area Rapid Transit (BART), BPA added the LB, FB, and SN CRAC percentages
11		together and multiplied one plus that sum by the rate specified in the contract, and
12		multiplied that adjusted rate by the billing quantities. The calculation of revenues from
13		the BART contract is described in Chapter 5.2.1.4 of the SN-03 Study, SN-03-E-BPA-01.
14		Other contracts with Burbank, Glendale, and Pasadena that would be affected by the
15		SN CRAC are currently not in the sales mode, so no change in revenue is expected.
16	Q.	Are any other revenues subject to the SN CRAC?
17	A.	No.
18	Sectio	n 4. Revenues from Sales Not Subject to the SN CRAC
19	Q.	Are there regional or extra-regional contracts not subject to the FB or SN CRACs?
20	A.	Yes. BPA has many contractual arrangements that are not subject to the FB or
21		SN CRACs. These include pre-Subscription contracts with public agencies, long-term
22		contracts with Northwest and Southwest utilities negotiated prior to BPA's 2002 rate
23		filing (see WPRDS Documentation, WP-02-FS-BPA-05A), and hundreds of short-term
24		power sales contracts.
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1	Q.	How did BPA determine the revenues from these regional and extra-regional contracts?
2	A.	The revenues from these long-term contracts were determined by applying the contract
3		rates to the contract billing quantities. These quantities were summed on a
4		month-by-month basis and divided into regional and extra-regional groups depending on
5		the destination of the power sale. The revenues from regional and extra-regional
6		contracts (including BART) are reported in the Documentation for SN-03 Study,
7		SN-03-E-BPA-02, Chapter 5.
8	Q.	How did BPA develop the forecast of secondary energy sales revenues?
9	A.	The forecast of secondary energy sales is explained in the SN-03 Study,
10		SN-03-E-BPA-01, Chapter 4, and in the testimony of Oliver, et al., SN-03-E-BPA-08.
11	Q.	How did BPA develop its forecast of revenues from ancillary and reserve products?
12	A.	BPA estimated the revenues from ancillary and reserve products based on the cost of
13		providing the various services. For the most part, these revenues are costs to TBL and do
14		not improve BPA's overall financial position. BPA's forecast of ancillary and reserve
15		products is described in Chapter 5.4.8 of the SN-03 Study, SN-03-E-BPA-01.
16	Q.	Does BPA receive any other credits?
17	A.	Yes. Credits that BPA receives from the U.S. Treasury (Treasury) for payments to the
18		Colville Tribe during the rate period are defined in legislation. The U.S. Army Corps of
19		Engineers (Corps) and the Bureau of Reclamation (Reclamation) provide credits for
20		payments received for downstream benefits that are equal to the amounts paid to Corps
21		and Reclamation by the owners of downstream projects.
22	Q.	What is the Slice True-Up Adjustment Charge?
23	A.	The Slice True-Up Adjustment Charge is a mechanism used to recover differences
24		between forecasted and actual costs and credits of the Slice Revenue Requirement. This
25		mechanism ensures that Slice purchasers pay their proportionate share of BPA's actual
26		PBL costs.

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- Revenues from the Slice True-Up Adjustment for FY 2003 through 2006 were calculated by computing the differences for FY 2003 through 2006 between (1) the forecasted total Slice Revenue Requirement based on the SN-03 Study costs and revenues and (2) the forecasted total Slice Revenue Requirement from BPA's May 2000 power rate filing (see WPRDS, WP-02-FS-BPA-05). These differences were multiplied by 0.226 (Slice purchasers bought 22.6 percent of the generation output of the federal system) to derive estimates of the revenues that BPA will collect from Slice purchasers through the Slice True-Up Adjustment Charge. In addition, \$2 million was added to these amounts for each year (FY 2003-2006) to account for the Slice Implementation Expenses that will be
- Q. What models were used to forecast BPA's revenues?

collected from Slice purchasers directly.

In order to forecast revenues for this proposal, BPA used a series of linked spreadsheets. The spreadsheets calculate revenues on a contract-by-contract basis. The contracts are grouped by full requirements, partial requirements, block sales, Slice sales, and pre-Subscription sales. The linked spreadsheets incorporate results from other spreadsheets that apply rates to the sales forecasts and contract commitments. BPA's revenue forecast is based on the billing determinants from the loads associated with regional Subscription and pre-Subscription sales. The forecast also includes revenues from short-term surplus market sales that were derived using RiskMod. RiskMod also was used to derive estimates of FCCF credits, 4(h)(10)(C) credits, and purchased power expenses. RiskMod is discussed in the testimony of Conger, et al., SN-03-E-BPA-07, and in the SN-03 Study, SN-03-E-BPA-01, Chapter 6.

1	Section	n 5. Changes to the Revenue Forecast since BPA's 2002 Rate Filing
2	Q.	Have there been any significant changes to the revenue forecast methodology since BPA
3		prepared its 2002 rate proposal (see WPRDS and Documentation, WP-02-FS-BPA-05 and
4		05A)?
5	A.	Yes. In the past, revenues had been estimated within the revenue forecast spreadsheet.
6		Now revenues are estimated on a contract-by-contract basis except for secondary energy
7		sales. Secondary energy sales are not made on a contract-by-contract basis because the
8		power for such sales is the power remaining after firm loads have been served, which
9		may be available depending upon water conditions. The forecast of revenues from
10		secondary energy sales is described in the testimony of Oliver, et al., SN-03-E-BPA-08.
11	Q.	Why was this change made?
12	A.	This change was made for three reasons: (1) when BPA's rates were developed in
13		May 2000, there was not enough information to develop revenues on a contract-by-
14		contract basis because contracts had not been signed; (2) the product choices are different
15		now with full, partial, block and Slice products; and (3) the rate choices are different. For
16		example, some requirements customers (and partial requirements customers) are served
17		at a stepped rate and others at a flat rate.
18	Q.	Are these detailed spreadsheets included in the documentation?
19	A.	No. These spreadsheets contain confidential information, but summary tables are provided
20		in the SN-03 Study Documentation, SN-03-E-BPA-02, Chapter 5.
21	Q.	Has BPA made any other changes to the revenue forecast methodology?
22	A.	Yes. The estimated low-density discount (LDD) calculation in BPA's 2002 rate filing was
23		replaced by a more detailed LDD calculation that shows the LDD for each revenue category.
24	Q.	Why was this done?
25	A.	BPA's previous load forecast did not include customer or contract-specific data, so BPA
26		estimated the LDD for all customers as a group. In BPA's current forecast, the

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1		contract-specific data was available and therefore the LDD was calculated for each contract
2		and the data is summarized by customer categories such as full requirements, partial
3		requirements, block sales, and Slice.
4	Q.	Are there any other changes to the revenue forecast methodology?
5	A.	Yes. In BPA's prior rate filing (see WPRDS Documentation, WP-02-FS-BPA-05A), the
6		loads and revenues of the generating utilities and full requirements customers were
7		aggregated prior to applying rates and estimating revenues. In the current proceeding, the
8		loads and revenues of the generating utilities and full requirements customers are
9		reported separately.
10	Q.	Why are the loads and revenues of the full and partial requirements customers reported
11		separately?
12	A.	This is because the full requirements and partial requirements products are different.
13		Separate groupings allow for more direct product comparisons and analysis of changes in
14		product sales over time.
15	Q.	Are there any other changes since BPA's 2002 WP-02 power rate filing?
16	A.	Yes. In BPA's 2002 rate filing (see WPRDS Documentation, WP-02-FS-BP-05A),
17		revenues from regional pre-Subscription contracts were estimated by applying the
18		PF billing determinants (i.e., HLH energy, LLH energy, demand, and load variance) to
19		the sum of the forecasted contract billing quantities. In the current rate proposal, the
20		revenues from each contract are calculated and then summed prior to reporting them.
21	Q.	Is the revenue detail behind the pre-Subscription contracts publicly available?
22	A.	No. Many of the contracts contain provisions for maintaining confidentiality of certain
23		contract terms. Summary data is available in the Documentation for SN-03 Study,
24		SN-03-E-BPA-02, Chapter 5.
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1	Section	n 6. Fish Cost Contingency Fund
2	Q.	What is the Fish Cost Contingency Fund (FCCF)?
3	A.	The FCCF is a finite fund of credits earned prior to 1994 under section 4(h)(10)(C) of the
4		Northwest Power Act. BPA may access these credits as a result of an agreement between
5		BPA and the Clinton Administration that was formalized in a Memorandum of
6		Agreement (MOA) dated September 13, 1996. The MOA provides BPA access to these
7		credits under certain conditions. The credits are designed to compensate power
8		customers for fish and wildlife expenditures BPA has made at projects where costs are
9		not allocated entirely to power. BPA is allowed to take a credit for the fraction of the
10		expenditures equal to the proportion of cost allocation assigned to non-power uses.
11	Q.	Have there been any changes to the table of FCCF credit values since BPA's May 2000
12		rate case study (see WPRDS Documentation, WP-02-FS-BP-05A)?
13	A.	Yes. The starting balance in the FCCF fund has been revised from \$325 million to
14		\$79 million due to credits claimed in FY 2001 during the drought.
15	Q.	Has BPA changed the methodology for computing FCCF credits?
16	A.	No. The methodology is the same as used in the WPRDS Documentation,
17		WP-02-FS-BP-05A.
18	Q.	Does the FCCF credit calculation in the current proposal consider the volume runoff
19		forecast for January through July of 2003?
20	A.	Yes. The 50 historical water years have been assigned weights to represent the volume
21		runoff forecast for January through July of 2003. See Documentation for SN-03 Study,
22		SN-03-E-BPA-02, Chapter 5. The expected value of FCCF credits is calculated using the
23		weights assigned to each of the water years and limits the credits to the remaining FCCF
24		balance of \$79 million.
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1	Q.	How are FCCF credits taken into account in the revenue forecast?
2	A.	An estimate of the FCCF credits that can be claimed is made and those credits are added
3		to BPA's revenues. At the beginning of FY 2004, BPA expects that only \$79 million will
4		remain in the FCCF fund. That amount can only be accessed if relatively poor net
5		revenue conditions occur, and only up to \$79 million. If any amount is accessed in 2004,
6		it is unavailable in subsequent years. The determination of the FCCF credits is discussed
7		in Chapter 6 of the SN-03 Study, SN-03-E-BPA-01, and in the testimony of Conger,
8		et al., SN-03-E-BPA-07.
9	Sectio	n 7. Section 4(h)(10)(C) Credits
10	Q.	What are section $4(h)(10)(C)$ credits?
11	A.	Section 4(h)(10)(C) credits are credits provided by the Treasury to offset a portion of the
12		additional costs BPA incurs for fish and wildlife recovery efforts. For a complete
13		discussion of section 4(h)(10)(C) credits, see Lefler, et al., SN-03-E-BPA-06.
14	Q.	What are the components of section $4(h)(10)(C)$ credits?
15	A.	There are three components to the credits: the capital cost component, the expense
16		component, and the operational audit component. Values for each of these components
17		are provided in Chapter 5 of the Documentation of the SN-03 Study, SN-03-E-BPA-02.
18	Q.	What are section $4(h)(10)(C)$ operational credits?
19	A.	Section 4(h)(10)(C) operational credits are credits provided to offset a portion of the
20		additional purchased power expenses BPA incurs due to changed operations for fish and
21		wildlife recovery. The credits do not include lost revenues due to fish and wildlife
22		recovery operations.
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	II	
1	Q.	Are the operational credits affected by runoff conditions?
2	A.	Yes. The operational credits are affected by runoff conditions because the combination
3		of low runoff with changed hydro operations can significantly increase purchased power
4		expenses.
5	Q.	What are the operational credits that are incorporated in BPA's rate proposal?
6	A.	The operational credits in this proposal average slightly less than \$28 million per year.
7		See Documentation for SN-03 Study, SN-03-E-BPA-02, Chapter 5.
8	Q.	Does BPA's current forecast revise the way operational credits are calculated?
9	A.	No, but BPA intends to reflect actual water conditions through March in its final estimate
10		of 4(h)(10)(C) credits rather than wait until the end of this year to prepare that
11		calculation. Since the operational credits are based on purchased power expenses, most
12		of them occur during this period. Consequently, the 4(h)(10)(C) credits estimated for the
13		final proposal should closely approximate the actual credits for the year.
14	Q.	Does BPA's 4(h)(10)(C) credit forecast reflect the January through July volume runoff
15		forecast?
16	A.	Yes. The 4(h)(10)(C) credits are calculated based on the weighted water years used in
17		the January through July volume runoff forecast.
18	Sectio	n 8. Augmentation Purchased Power Expenses
19	Q.	What are BPA's forecasted augmentation power purchases and expenses for FY 2004
20		through 2006?
21	A.	BPA's average augmentation purchase forecast for the FY 2004-2006 period, excluding
22		load reductions and renewable resources, is 1,305 aMW, or 2,126 aMW with load
23		reductions. The total average annual cost of all augmentation purchases, including load
24		reductions but excluding renewable resources, is \$754 million.
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1	Q.	Do augmentation purchased power expenses change in the forecast of revenues at
2		proposed rates?
3	A.	These expenses do not change in BPA's initial proposal. If there had been sufficient time
4		to reflect the IOU load reductions, the augmentation expenses would have declined by
5		about \$30 million per year and the LB CRAC would have been adjusted such that
6		revenues subject to the LB CRAC would have declined by a similar amount.
7	Q.	What is the total amount of load reductions included in the augmentation forecast?
8	A.	Total load reductions during the FY 2004-2006 period average 821 aMW. The cost of
9		these reductions is included in the forecast of augmentation expenses.
10	Q.	How are augmentation expenses used?
11	A.	Augmentation expenses are one component of total expenses. Augmentation expenses
12		are used to determine the LB CRAC percentages.
13	Q.	What is the amount of renewable resources used to serve augmented system loads?
14	A.	Renewable resource purchases used to serve augmented system loads average 62 aMW
15		over the period FY 2004-2006.
16	Q.	Are renewable resource expenses included in the original calculation of augmentation
17		purchases?
18	A.	No. Renewable resource expenses were excluded from the original total of augmentation
19		purchases because they are captured in the renewable resource program as an expense
20		line item.
21	Section	n 9. Changes to Revenue Forecast and Augmentation Purchased Power Expense
22		Forecast
23	Q.	Are any elements of the revenue forecast likely to change prior to BPA's Final SN-03
24		Rate Proposal?
25	A.	Yes. Before new rates are filed with FERC, BPA will have received updated information
26		on revenues during FY 2003, so the current FY 2003 forecast will be replaced in part by

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1		actual revenues. This includes the revised estimate of 4(h)(10)(C) credits based on actual
2		streamflows through March of this year. This will have the effect of changing the level
3		of expected reserves at the beginning of FY 2004. If there are changes in the load
4		forecast or in the augmentation purchases for the period FY 2004-2006, those revisions
5		also would be reflected. BPA will fully reflect the effect of the IOU load reductions on
6		both augmentation expenses and the LB CRAC. Also, if the level of the SN CRAC
7		changes for the final proposal, corresponding revisions would be made to the revenue
8		forecast.
9	Q.	Does this conclude your testimony?
10	A.	Yes.
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ATTACHMENT 1

AUTHENTICATED

Contract No. 01PB-10854

FINANCIAL SETTLEMENT AGREEMENT executed by the BONNEVILLE POWER ADMINISTRATION

and

PACIFICORP

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Exhibit A Residential Load Definition

This FINANCIAL SETTLEMENT AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and PACIFICORP (PacifiCorp). PacifiCorp is a corporation organized under the laws of the State of Oregon. BPA and PacifiCorp are sometimes referred to in the singular as "Party" or in the plural as "Parties."

4. CASH PAYMENTS

BPA shall make monthly cash payments to PacifiCorp as follows:

(a) October 1, 2001, through September 30, 2002

During the period that begins October 1, 2001, and continues through September 30, 2002, BPA shall pay PacifiCorp monthly amounts equal to:

Payment Type Total Payment **Monthly Amount (\$)**

\$6,634,240*/

*/If it is determined that one or more load reduction contingency provisions under sections 4(e)(1), 4(e)(2), 4(e)(3), 4(e)(4), and 4(e)(5) have occurred, then this total monthly payment shall be increased to \$6,962,740 on the earliest date specified in an applicable section.

(b) October 1, 2002, through September 30, 2006

During the period that begins October 1, 2002, and continues through September 30, 2006, BPA shall pay PacifiCorp monthly amounts equal to:

Payment TypeMonthly Amount (\$)Base Payment\$8,644,058 $^{1/2}$ Reduction of Risk Discount\$1,681,318Net Payment:\$6,962,740 $^{2/2}$

(c) Cash Payment Adjustments Due to Application of Safety-Net Cost Recovery Adjustment Clause (SN CRAC) and Dividend Distribution Clause (DDC) to BPA Firm Power Sales

(1) Adjustment to Cash Payments Resulting from SN CRAC and SN CRAC Balancing Account

In the event of imposition of the SN CRAC to BPA's firm power sales, BPA shall reduce the monthly payment to PacifiCorp in section 4(a) or section 4(b) above by an amount equal to the hours in the month times the mills/kilowatthour (kWh) increase in the Lowest PF Rate at 100 percent load factor above the maximum millage amount allowed for the Lowest PF Rate for such month under the Financial-Based CRAC, times 226 average megawatts (aMW) in Contract Year 2002 and 251 aMW in each year of Contract Years 2003-2006. BPA shall record the amounts of reduction in such monthly payments in a SN CRAC balancing account (the "SN CRAC Account").

^{1/2} This amount shall be equal to \$8,667,740 during a leap year.

^{2/2} If, by December 1, 2001, PacifiCorp has entered into a settlement agreement with any of BPA's publicly-owned utility and cooperative customers that waives and dismisses legal challenges to any of the following: (1) the Settlement Agreement; (2) this Agreement; (3) the Residential Purchase and Sale Agreement Record of Decision (ROD); (4) the Power Subscription Strategy RODs, including the Residential Exchange Program Settlement ROD; and (5) the application of the 7(b)(2) surcharge to BPA's WP-02 rates, then this payment shall be reduced to \$6,962,740 (\$6,981,876 during a leap year).

AUTHENTICATED

AMENDED

SETTLEMENT AGREEMENT

executed by the

BONNEVILLEPOWER ADMINISTRATION

and

PUGET SOUND ENERGY, INC.

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This AMENDED SETTLEMENT AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and PUGET SOUND ENERGY, INC. (Puget). Puget is a corporation organized under the laws of the State of Washington. BPA and Puget are sometimes referred to in the singular as "Party" or in the plural as "Parties."

challenges, if any, to: (a) the Residential Purchase and Sale Agreement Record of Decision (ROD); (b) the Power Subscription Strategy RODs, including the Residential Exchange Program Settlement ROD; and (c) the application of the 7(b)(2) surcharge to BPA's WP-02 rates; or (iii) legislation having the effect of the legislation described in Exhibit C is enacted prior to December 1, 2001, then the Base Payment shall be reduced by the Reduction of Risk Discount to this Net Payment amount of \$10,208,320 (\$10,236,288 during a leap year).

- (C) Cash Payment Adjustments Due to Application of Safety-Net Cost Recovery Adjustment Clause (SN CRAC) and Dividend Distribution Clause (DDC) to BPA Firm Power Sales
 - (i) Adjustment to Cash Paymets Resulting from SN CRAC and SN CRAC Balancing Account In the event of imposition of the SN CRAC to BPA's firm power sales, BPA shall reduce the monthly payment to Puget in section 4(b)(1)(A) or section 4(b)(1)(B) above by an amount equal to the hours in the month times the mills/kilowatthour (kWh) increase in the Lowest PF Rate at 100 percent load factor above the maximum millage amount allowed for the Lowest PF Rate for such month under the Financial-Based CRAC, times 331 aMW in Contract Year 2002 and 368 aMW in each year of Contract Years 2003 through 2006. BPA shall record the amounts of reduction in such monthly payments in a SN CRAC balancing account (the "SN CRAC Account").
 - (ii) DDC Balancing Account

 If BPA makes a monthly DDC payment as established in the WP-02 rate case, BPA shall calculate the amount BPA would have paid to a purchaser of 331 aMW of power in Contract Year 2002 and 368 aMW in each year of Contract Years 2003 through 2006 at the Lowest PF Rate at 100 percent load factor. BPA shall record each such monthly amount in a DDC balancing account (the "DDC Account").
 - (iii) Adjustment to Cash Payments Resulting from Amounts in SN CRAC Account and DDC Account If and to the extent in any month during the period after September 30, 2001 and prior to October 1, 2006, there are balances in both the SN CRAC Account and the DDC Account, BPA shall be obligated to pay to